

## FOOD PRODUCTION PROGRAM

*Agreement signed at Port-au-Prince December 27, 1946, modifying and extending agreement of August 28, 1944*

*Entered into force December 27, 1946*

*Program superseded June 30, 1950, by agreement of September 18 and 27, 1950*<sup>1</sup>

62 Stat. 3965; Treaties and Other  
International Acts Series 2061

### SECOND EXTENSION AGREEMENT

Relative to the Extension of the Cooperative Program in Food Production undertaken by the Government of the Republic of Haiti and the Government of the United States of America

This Second Extension Agreement between the Government of the Republic of Haiti (hereinafter called the "Government"), represented by Maurice Latortue, Minister of Agriculture of the Government of Haiti (hereinafter called the "Minister"), and the Institute of Inter-American Affairs, a corporate instrumentality of the Government of the United States of America (hereinafter called the "Institute"), represented by W. C. Brister, Vice President of the Institute, is entered into for the purpose of recording this second extension and modification of the cooperative program which was undertaken pursuant to a Memorandum of Agreement (hereinafter called the "Basic Agreement") executed on August 28, 1944<sup>2</sup> by W. C. Brister, Vice President of the Institute, and M. Dartigue, the Minister. The Basic Agreement was extended until December 31, 1946 pursuant to the Extension Agreement executed on July 20, 1945<sup>3</sup> by W. C. Brister, Vice President of the Institute and M. Dartigue, Minister of Agriculture of the Government of Haiti.

#### CLAUSE I

The parties hereto mutually intend, agree and declare that the Basic Agreement, as extended, be and hereby is further extended for an additional period of eighteen months, beginning the first day of January, 1947 and continuing until the thirtieth day of June, 1948, and modified according to the clauses hereinafter set forth.

<sup>1</sup> 1 UST 780; TIAS 2154.

<sup>2</sup> TIAS 2061, *ante*, p. 776.

<sup>3</sup> TIAS 2061, *ante*, p. 789.

## CLAUSE II

The financial obligations of the Institute and the Government of the Republic of Haiti under the Basic Agreement are considered to have been fulfilled by the contribution of \$125,000 (USC) in United States currency, materials, supplies and equipment of any kind by the Institute; and by the contribution of Gourdes equivalent to \$50,000 (USC) by the Government. In the same manner, the financial obligations of the Institute and Government under the Extension Agreement are considered to have been fulfilled by the contribution of \$50,000 (USC) in United States currency, materials, supplies, and equipment of any kind by the Institute; and by the contribution of Gourdes equivalent to \$50,000 (USC) by the Government. Any of these funds remaining unexpended at the expiration of the Extension Agreement shall continue to be available for the purposes of the cooperative program of Food Production provided for in this Second Extension Agreement.

## CLAUSE III

The Cooperative Food Production Program shall be financed by the parties during the period comprehended by this agreement as follows:

(a) The Institute shall contribute a sum not to exceed Fifty Thousand Dollars (\$50,000 USC) which shall be deposited in the joint account which has already been established, entitled "Cooperative Food Production Program—The Institute of Inter-American Affairs" (hereinafter called the "Joint Account"), in the following manner:

On or before January 1, 1947	\$25, 000
On July 1, 1947	15, 000
On December 31, 1947	10, 000
Total	\$50, 000

(b) The Institute may withhold from the deposits called for by CLAUSE III (a) the estimated amounts deemed necessary by the Minister and the Chief of Field Party to pay for the purchase in the United States of America of materials, supplies and equipment, and other disbursements relating to the execution of this program. Any funds so withheld by the Institute shall be considered as if deposited under the terms under CLAUSE III (a) hereof but, if they are not expended or obligated for such purposes, they shall be deposited in the Joint Account at any time upon the mutual agreement of the Minister and the Chief of Field Party of the Institute in Haiti.

(c) In addition to the sum to be deposited in the Joint Account under CLAUSE III (a) hereof, the Institute will make a separate allocation of funds necessary to pay the salaries, living expenses, travel and transportation costs and other administrative and technical expenses of the members of the Institute Field Party and of other Institute employees in Haiti during the period comprehended by this Second Extension Agreement. The estimated sum of

approximately \$150,000 USC will be allocated for these purposes separately and apart from the funds to be deposited in the Joint Account by the Institute.

(d) The Government shall deposit into the Joint Account the equivalent in Haitian currency of One Hundred Seventy-Five Thousand Dollars (\$175,000 USC) at the conversion rate of five ( 5 ) Gourdes per U.S. Dollar in the following manner:

On or before January 1, 1947	\$87, 500
On or before July 1, 1947	87, 500
Total	<hr/> \$175, 000

(e) By written agreement between the Minister and the Chief of Field Party of the Institute in Haiti, the schedule for making deposits as provided under CLAUSES III (a) and (d) hereof may be amended as required by the needs of the program.

(f) Contributions, in addition to those set out in CLAUSES III (a) and (d) hereof, may be received and deposited in the Joint Account from any source whatsoever and expended by it, in the same manner as other funds, for the uses and objectives in the cooperative program in Food Production.

(g) Any funds deposited in the Joint Account which may be unexpended and unobligated at the termination of the period comprehended by this Second Extension Agreement, will remain the property of the Government and continue to be used in furtherance of the purposes of the cooperative program. However, in order to insure the realization of the objectives of the Cooperative Program of Food Production, the Minister and the Chief of Field Party of the Institute in Haiti will determine by mutual agreement the precise use and the disposition to which all such unexpended and unobligated funds and property will be applied after the expiration of this Second Extension Agreement.

(h) By mutual agreement between the Minister and the Chief of Field Party of the Institute in Haiti, funds deposited in the Joint Account may be used to reimburse or to defray the salaries, living expenses, travel and transportation costs and other expenses of such additional members of the Institute Field Party and other Institute employees in Haiti as the parties mentioned may agree are necessary to be employed. Such funds may be contributed or granted for such purposes from the Joint Account to the Institute or to any other organization, but in every case the Minister and the Chief of Field Party will enter into a written project agreement setting forth the scope and other necessary terms of such contributions or grants.

#### CLAUSE IV

The Chief of Field Party, acting on behalf of the Institute, shall be allowed to withdraw imports and all other shipments from the customs ware-

house upon his certification to the Director of Customs that the imports and shipments received consist of equipment or materials to be used in connection with the conduct of the activities of the Cooperative Food Production Program.

#### CLAUSE V

The administrative policy and procedures heretofore established by joint action of the Minister and the Chief of Field Party, pursuant to, and in order to carry out the terms of the Basic Agreement and the Extension Agreement, will continue to apply with respect to the Cooperative Food Production program for the period comprehended under this second Extension Agreement.

#### CLAUSE VI

The Agreement and the Extension Agreement heretofore referred to, shall remain in full force and effect for the purposes of extending the Cooperative Food Production program through June 30, 1948, except as they are modified by or are inconsistent with this Second Extension Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Second Extension Agreement to be executed by their duly authorized representatives, in duplicate, in the English and French languages at Port-au-Prince, Haiti this twenty-seventh day of December, 1946.

For the Republic of Haiti

By MAURICE LATORTUE  
*Minister of Agriculture*

For the Institute of Inter-American Affairs

By W. C. BRISTER  
*Vice President*